

AO 120 (Rev. 3/04)

<b>TO:</b> <b>Mail Stop 8</b> <b>Director of the U.S. Patent and Trademark Office</b> <b>P.O. Box 1450</b> <b>Alexandria, VA 22313-1450</b>	<b>REPORT ON THE</b> <b>FILING OR DETERMINATION OF AN</b> <b>ACTION REGARDING A PATENT OR</b> <b>TRADEMARK</b>
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been  
 filed in the U.S. District Court Middle District of Florida, Tampa on the following ☐ Patents or ☒ Trademarks:

DOCKET NO. <b>8:08-CV-1611-T-23MSS</b>	DATE FILED <b>AUGUST 15, 2008</b>	U.S. DISTRICT COURT <b>Middle District of Florida - Tampa Division</b>
PLAINTIFF <b>HSN LP a Delaware corporation</b>		DEFENDANT <b>DENNIS SWERDLEN an Individual; and PAULA SACCOMANNO, an Individual</b>
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1	See attached complaint	
2	1,482,734	
3	2,009,383	
4	2,538,723	
5	2,478,125	

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY		
	<input type="checkbox"/> Amendment	<input type="checkbox"/> Answer	<input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
1			
2			
3			
4			
5			

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT
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CLERK  Sheryl L. Loesch	(BY) DEPUTY CLERK  <i>/s/ Ariel Guzman</i>	DATE  08/18/08
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Copy 1—Upon initiation of action, mail this copy to Director    Copy 3—Upon termination of action, mail this copy to Director  
 Copy 2—Upon filing document adding patent(s), mail this copy to Director    Copy 4—Case file copy

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

HSN LP (a Delaware corporation),

*Plaintiff,*

v.

Civil Action No.: \_\_\_\_\_

DENNIS SWERDLEN (an individual), and  
PAULA SACCOMANNO (an individual),

*Defendants.*

**COMPLAINT**

Plaintiff, HSN LP, by and through its counsel, for its *Complaint* against Defendants, Dennis Swerdlen and Paula Saccomanno (collectively, "**Defendants**"), alleges upon knowledge as to its own acts and upon information and belief as to the acts of others as follows:

**Nature of Action and Subject Matter Jurisdiction**

1. This is a civil action for unfair competition, false representation, and false designation of origin arising under the trademark laws of the United States, 15 U.S.C. §§ 1051 *et seq.*, and Florida law, and to avoid and/or set aside fraudulent transfers pursuant to Chapter 726 of the Florida Statutes.

2. Subject matter jurisdiction over this action is conferred upon this Court by 15 U.S.C. §1121 and 28 U.S.C. §§1331 and 1338.

**Personal Jurisdiction and Venue**

3. This Court has jurisdiction over the Defendants and venue is properly laid in the Middle District of Florida pursuant to 28 U.S.C. §1391(b) and (c) in that, on

information and belief, Defendants either regularly transact business in this District or have committed the tortious acts complained of herein within this District, which acts have caused and will cause injury to Plaintiff.

#### **The Parties**

4. Plaintiff, HSN LP ("HSN"), is a limited partnership organized under the laws of the State of Delaware, and has a place of business at 1 HSN Drive, St. Petersburg, Florida 33729-0001.

5. Defendant Dennis Swerdlen is an individual residing in the State of Florida. Mr. Swerdlen has had actual knowledge of the unlawful activity complained of herein and has induced, caused, and materially contributed to that activity, or has ratified and adopted acts of trademark infringement or unfair competition, thereby making him liable along with Paula Saccomanno as a joint tortfeasor.

6. Defendant Paula Saccomanno is an individual residing in the State of Florida. Ms. Saccomanno has had actual knowledge of the unlawful activity complained of herein and has induced, caused, and materially contributed to that activity, or has ratified and adopted acts of trademark infringement or unfair competition, thereby making her liable along with Dennis Swerdlen as a joint tortfeasor.

#### **The HSN and HOME SHOPPING NETWORK Marks**

7. HSN pioneered the electronic retailing industry in 1977 and today is one of the leading television- and Internet-based retailing companies in the United States and throughout the world. Currently HSN generates more than one billion dollars annually in sales to consumers in the United States through its HSN television program and its HSN.COM Internet web site.

8. HSN is the owner of several federal registrations for services marks that are used on or in connection with electronic retailing and related services (collectively the “**HSN/HOME SHOPPING NETWORK Registrations**”), including the following:

- (1) **HSN**  
U.S. Reg. No. 1,482,734 for “entertainment services in the nature of a television program offering a variety of goods that can be purchased by viewers”  
Use in Commerce: July 1, 1985  
Date of Registration: March 29, 1988
- (2) **HOME SHOPPING NETWORK**  
U.S. Reg. No. 2,009,383 for “licensing services, namely, providing cable and broadcast television operators and broadcasters a license to show television programs”  
Use in Commerce: May 31, 1985  
Date of Registration: October 22, 1996
- (3) **HOME SHOPPING NETWORK**  
U.S. Reg. No. 2,538,723 for “credit card services”  
Use in Commerce: October 30, 1991  
Date of Registration: February 19, 2002
- (4) **HSN & Design**  
U.S. Reg. No. 2,478,125 for “Entertainment services in the nature of an on-going television program offering a variety of consumer products that viewers can purchase” (Int’l. Cl. 41)  
Use in Commerce: August 22, 2000  
Date of Registration: August 14, 2001



Several of these registrations (U.S. Reg. Nos. 1482734, 2009383, and 2478125) have been deemed “incontestable” by the U.S. Trademark Office, thus affording HSN certain additional valuable presumptive rights pursuant to 15 U.S.C. §§1065, 1115(b).

9. In addition, HSN has extensive common law rights relating to the name HOME SHOPPING NETWORK, and through the effort and expense of HSN in

advertising, using, and promoting the marks, many consumers have come to understand the initials HSN as found in HSN's registered marks to be a reference to "HOME SHOPPING NETWORK." HSN also has residual goodwill in the name HOME SHOPPING CHANNEL, which name it historically used extensively in connection with electronic retailing, including televised shopping. (These common law rights, coupled with those rights reflected by the HSN/HOME SHOPPING NETWORK Registrations, shall comprise and collectively be referred to as the "HSN/HOME SHOPPING NETWORK Marks").

10. HSN, by itself and/or through its licensees or predecessors-in-interest, has used the HSN/HOME SHOPPING NETWORK Marks in interstate commerce in connection with providing electronic retailing and related services since at least as early as 1985. Over the years, HSN has advertised and promoted its electronic retailing services both nationally and locally in the mass media and in industry publications using the HSN/HOME SHOPPING NETWORK Marks.

11. As a result of the extensive and widespread offering of goods and services by HSN throughout the United States, and through enormous promotional efforts and extensive advertising by HSN for such goods and services, the HSN/HOME SHOPPING NETWORK Marks have become well known throughout the United States as identifying goods and services that emanate from HSN. As a result, both the public and the trade have come to believe that electronic retailing services (including those offered through television or over the Internet) provided in association with the designation "HSN" or "HOME SHOPPING NETWORK" originate exclusively from Plaintiff. The HSN/HOME SHOPPING NETWORK Marks acquired distinctiveness long before any of the acts complained of herewith.

12. In addition to providing electronic retailing services through its HSN/HOME SHOPPING NETWORK Marks, HSN also produces direct response television programs (commonly known as "infomercials") and places them on other television networks to market merchandise directly to consumers.

**HOME SHOPPING CHANNEL NETWORK Inc.'s Infringing Activities**

13. Despite full knowledge of HSN and its longstanding use of the HSN/HOME SHOPPING NETWORK marks, and knowing that the public and companies alike associate HSN with direct response television, Defendants set up and incorporated a company called Home Shopping Channel Network Inc. ("HSCN"). Through their company, Defendants offered direct response television program production services under the name HOME SHOPPING CHANNEL NETWORK, which was abbreviated to the initials HSCN, and the name HOME SHOPPING TELEVISION NETWORK. The names and initials HSCN used were extremely similar to HSN's federally registered and common law HSN/HOME SHOPPING NETWORK Marks, including its historical HOME SHOPPING CHANNEL mark.

14. In addition to exploiting the HSN/HOME SHOPPING NETWORK Marks, Defendants also deliberately used a logo that is evocative of, and confusingly

similar with, the logo HSN uses for its electronic retailing services, and which logo is covered by U.S. Trademark Reg. No. 2,478,125:



HSCN' Logo



HSN's Logo  
(U.S. Reg. No. 2478125)

15. At no time did Defendants seek or receive permission from HSN to use the HOME SHOPPING CHANNEL NETWORK or HOME SHOPPING TELEVISION NETWORK name or the HSCN mark or logo in connection with the provision of direct response television program production services or any other related good or service. Also, Defendants are in no way connected or otherwise associated with HSN.

16. As a result of Defendants' actions, consumers (including companies) were confused and/or misled into believing, that HSCN was somehow affiliated with HSN and/or its electronic retailing or direct response television program products or services, or that Defendants' services were sanctioned by HSN.

17. Indeed, the likelihood of confusion in this case was exceptionally high given that Defendants were offering services of a type that HSN itself already performs. Also, Defendants targeted its sales calls on many of the same vendors who already sell products through HSN's televised shopping channel. As such, it is logical that such vendors would likely believe that a direct response television program production company using some form of the name HOME SHOPPING CHANNEL or HOME SHOPPING NETWORK is affiliated with HSN.

18. In fact, in just the few months in which Defendants used HSCN and the HOME SHOPPING CHANNEL NETWORK names, HSN became aware of numerous instances of *actual* confusion, thus necessitating a lawsuit. On April 17, 2008, HSN filed a lawsuit against HSCN and its purported president Glenn Davis in the United States District Court for the Middle District of Florida, Tampa Division, Case No. 8:08-cv-751-T-24-EAJ ("HSCN Action") alleging, *inter alia*, unfair competition, false representation, and false designation of origin.<sup>1</sup>

19. In the HSCN Action, HSCN and Mr. Davis failed to answer or otherwise plead and Default was entered by the Clerk of the Court. HSN subsequently filed a Motion for Default Judgment against HSCN and Mr. Davis on June 24, 2008. A copy of the Motion for Default Judgment, together with the unsealed portions of the documents filed in support thereof, are attached hereto as Appendix A. Despite an extensive investigation, HSN has been unable to locate Glenn Davis and believes him to be a fictitious person.

**Dennis Swerdlen and Paula Saccomanno's  
Relationship to HSCN and Glenn Davis**

20. HSN's investigation, however, has revealed that Dennis Swerdlen and Paula Saccomanno are intimately connected with HSCN, including without limitation, personally directing the activities and operations of HSCN, directly interacting with customers and potential customers, signing leases on behalf of HSCN, arranging phone and mail service on behalf of HSCN, and maintaining bank accounts on behalf of HSCN. On July 3, 2008, based upon the results of its ongoing investigation, HSN requested that the Court allow discovery of Dennis Swerdlen and Paula Saccomanno. A copy of this supplemental filing

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<sup>1</sup> Subsequent to the filing of the HSCN Action, Home Shopping Channel Network, Inc., documents were filed with the Florida Secretary of State purporting to rename HSCN to Women's Shopping Television Inc. ("WST").

is attached hereto as Appendix B. On July 14, 2008, the Court granted HSN's Motion as modified by the July 3, 2008 supplemental filing, which allowed, among other relief, post-judgment discovery of Dennis Swerdlen and Paula Saccomanno. A copy of that Order is attached hereto as Appendix C.

21. HSN's investigation has also revealed that Dennis Swerdlen and Paula Saccomanno have a history of incorporating and operating companies intended to defraud and/or mislead its customers. For example, Dennis Swerdlen has personally incorporated companies named America's Shopping Network, Inc., Television Shopping Network, Inc., Swiss American Acquisitions, Gigi's Boutique, Inc. and Sunshine Monitoring Services, Inc. within the last 10 years. Paula Saccomanno has been centrally involved in some or all of these companies as, for example, president. Some or all of those companies employed the same business model as HSCN, namely, asking for a large "up front" payment in exchange for a promise to produce and televise a direct response television program. Some, if not all, of these companies defrauded and/or mislead their customers, and, once a sufficient number of the customers began to make complaints, Dennis Swerdlen and Paula Saccomanno dissolved or abandoned these companies.

22. Learning from these past experiences,, Dennis Swerdlen and Paula Saccomanno invented a fictitious person, Glenn Davis, whose name was used to incorporate HSCN (and later used to authorize the name change to Women's Shopping Television, Inc.) so that it would be more difficult to trace HSCN's fraudulent activities back to them. In doing so, Dennis Swerdlen and Paula Saccomanno filed fraudulent documents with the Florida Secretary of State.

23. Upon HSN's filing of the HSCN Action, Dennis Swerdlen and Paula Saccomanno attempted to avoid being linked to HSCN by, among other tactics, moving their business address multiple times, typically without any kind of notice to its so-called "customers". Currently, HSCN/WST purports to have an office at 4801 S. University Dr., Davie, FL 33328. This address, however, is not a legitimate place of business for Defendants and their operations. Dennis Swerdlen and Paula Saccomanno instead made a hand-shake deal with a building receptionist to accept and then forward their and HSCN's mail and phone messages. HSCN's *real* operations are run out of Dennis Swerdlen's and Paula Saccomanno's residence at 5395 Grand Park Pl, Boca Raton, FL 33486.

24. Physical assets of HSCN are currently being stored at 5395 Grand Park Pl, Boca Raton, FL 33486. These assets likely include video production equipment, computers, merchandise received from duped customers and potential customers, and merchandise from Dennis Swerdlen's and Paula Saccomanno's previous fraudulent companies.

25. According to neighboring eye witnesses, the residence in Boca Raton is "full of stuff" and within the last week, Dennis Swerdlen and Paula Saccomanno have been "giving away" or otherwise transferring property from that location, believed to be both their personal assets and the assets of HSCN. Pursuant to Court Order, HSCN owes HSN \$262,500 plus attorneys' fees. The Court's Order remains unsatisfied, making any transfer or disposal of HSCN's assets fraudulent and unlawful.

26. Dennis Swerdlen and Paula Saccomanno have used HSCN as a shell to conduct their fraudulent and/or misleading activities. HSCN therefore is not a legitimate company as evidenced in part by its fraudulent incorporation by a person that does not

exist. Accordingly, Dennis Swerdlen and Paula Saccomanno are personally liable for the damages caused by HSCN.

**COUNT I**

**Infringement of a Registered Trademark  
Under Federal Law**

27. This cause of action for infringement of a registered trademark arises under Section 1114 of Title 15 of the United States Code ("Section 32 of the Lanham Act"). In support thereof, HSN repeats and realleges paragraphs 1 through 26 as though fully set forth herein.

28. Defendants' and HSCN's use of the "HSCN," "HOME SHOPPING CHANNEL NETWORK," and "HOME SHOPPING TELEVISION NETWORK" names and logo in connection with the offering and provision of direct response television program production and other goods and services constituted infringement of the HSN/HOME SHOPPING NETWORK Registrations in violation of Section 32 of the Lanham Act because such use caused confusion, mistake, and deception as to the origin of services sold or provided in connection with that name or logo, and misled consumers and potential consumers into believing that such goods or services are somehow affiliated with, or are sponsored, authorized, approved, or sanctioned by, HSN, or that goods and services sold or provided in connection with the HSN/ HOME SHOPPING NETWORK Registrations or Marks are somehow affiliated with, or are sponsored, authorized, approved, or sanctioned by, HSCN.

29. Defendants' and HSCN's use of the "HSCN," "HOME SHOPPING CHANNEL NETWORK," and "HOME SHOPPING TELEVISION NETWORK" names and logo in connection with the offering and provision of direct response television

program production and related goods and services traded off the goodwill that HSN has established in its distinctive HSN/ HOME SHOPPING NETWORK Marks.

30. HSCN's liability for the actions complained of herein is a matter of public record in the HSCN Action.

31. Defendants' and HSCN engaged in the above complained-of activity knowingly, willfully, and in bad faith, so as to justify the assessment of treble damages against them as joint tortfeasors in an amount not less than that Ordered by the Court in the HSCN Action equaling a total reward of \$262,500 and reasonable attorneys' fees.

32. Dennis Swerdlen and Paula Saccomanno are directly and personally accountable for the actions of HSCN and are therefore liable for all damages and other relief granted against HSCN in the HSCN Action.

33. The aforesaid acts have caused HSN to sustain monetary damage, loss, and injury, in an amount to be determined at the time of trial, but in no event less than the \$262,500 and reasonable attorney's fees Ordered in the HSCN Action.

34. The aforesaid acts of Dennis Swerdlen and Paula Saccomanno have caused, and unless enjoined by this Court will continue to cause, irreparable damage, loss, and injury to HSN for which it has no adequate remedy at law.

## **COUNT II**

### **Unfair Competition, False Representation, and False Designation of Origin Under Federal Law**

35. This cause of action for unfair competition, false representation, and false designation of origin arises under Section 1125 of Title 15 of the United States Code ("Section 43(a) of the Lanham Act"). In support thereof, HSN repeats and realleges paragraphs 1 through 26 as though fully set forth herein.

36. Defendant's and HSCN's use of the "HSCN," "HOME SHOPPING CHANNEL NETWORK," and "HOME SHOPPING TELEVISION NETWORK" names and logo in connection with the offering and provision of direct response television program production and other goods and services constituted unfair competition with HSN in violation of Section 43(a) of the Lanham Act because such use caused confusion, mistake, and deception as to the origin of goods or services sold or provided in connection with that name or logo, and misled consumers and potential consumers into believing that such goods or services are somehow affiliated with, or are sponsored, authorized, approved, or sanctioned by, HSN, or that goods and services sold or provided in connection with HSN's own HSN/ HOME SHOPPING NETWORK Marks are somehow affiliated with, or are sponsored, authorized, approved, or sanctioned by, HSCN.

37. Defendants' and HSCN's use of the "HSCN," "HOME SHOPPING CHANNEL NETWORK," and "HOME SHOPPING TELEVISION NETWORK" names and logo in connection with the offering and provision of direct response television program production and other goods and services constituted a false representation and false designation of origin in violation of Section 43(a) of the Lanham Act in that such use tends to describe or represent that goods or services sold or provided in connection with that name or logo are somehow affiliated with, or are sponsored, authorized, approved, or sanctioned by, HSN, or that goods and services sold or provided in connection with HSN's own HSN/HOME SHOPPING NETWORK Marks are somehow affiliated with, or are sponsored, authorized, approved, or sanctioned by, HSCN.

38. Defendants' and HSCN's use of the "HSCN," "HOME SHOPPING CHANNEL NETWORK," and "HOME SHOPPING TELEVISION NETWORK" names

and logo in connection with the offering and provision of direct response television program production and other goods and services traded upon the goodwill that HSN has established in its distinctive HSN/HOME SHOPPING NETWORK Marks.

39. HSCN's liability for the actions complained of herein is a matter of public record in the HSCN Action.

40. Defendants' and HSCN engaged in the above complained-of activity knowingly, willfully, and in bad faith, so as to justify the assessment of treble damages against them as joint tortfeasors in an amount not less than that Ordered by the Court in the HSCN Action equaling a total reward of \$262,500 and reasonable attorneys' fees.

41. Dennis Swerdlen and Paula Saccomanno are directly and personally accountable for the actions of HSCN and are therefore liable for all damages and other relief granted against HSCN in the HSCN Action.

42. The aforesaid acts have caused HSN to sustain monetary damage, loss, and injury, in an amount to be determined at the time of trial, but in no event less than the \$262,500 and reasonable attorney's fees Ordered in the HSCN Action.

43. The aforesaid acts of Dennis Swerdlen and Paula Saccomanno have caused, and unless enjoined by this Court will continue to cause, irreparable damage, loss, and injury to HSN for which it has no adequate remedy at law.

### **COUNT III**

#### **Florida Common Law Unfair Competition**

44. This cause of action for unfair competition arises under Florida common law. In support thereof, HSN repeats and realleges paragraphs 1 through 26 as though fully set forth herein.

45. Defendants' and HSCN engaged in unfair competition under the common law of the State of Florida by, among other things, causing confusion in the marketplace as to the origin of goods or services sold by HSN in conjunction with the HSN/HOME SHOPPING NETWORK Marks as opposed to those offered by the HSCN.

46. By reason of the foregoing acts, Defendants and HSCN willfully, intentionally and unfairly competed with HSN in violation of the common law of the State of Florida.

47. HSCN's liability for the actions complained of herein is a matter of public record in the HSCN Action.

48. The aforesaid acts have caused HSN to sustain monetary damage, loss, and injury, in an amount not less than the amount Ordered by the Court in the HSCN Action equaling a total reward of \$262,500 and reasonable attorneys' fees.

49. Dennis Swerdlen and Paula Saccomanno are directly and personal accountable for the actions of HSCN and are therefore liable for all damages and other relief granted against HSCN in the HSCN Action.

50. The aforesaid acts have caused HSN to sustain monetary damage, loss, and injury, in an amount to be determined at the time of trial, but in no event less than the \$262,500 and reasonable attorney's fees Ordered in the HSCN Action.

51. The aforesaid acts of Dennis Swerdlen and Paula Saccomanno have caused, and unless enjoined by this Court will continue to cause, irreparable damage, loss, and injury to HSN for which it has no adequate remedy at law.

**COUNT IV**

**Florida Deceptive and Unfair Trade Practices Act**

52. This cause of action for unfair competition arises under the Florida Deceptive and Unfair Trade Practices Act, § 501.211 Fla. Stat. In support thereof, HSN repeats and realleges paragraphs 1 through 26 as though fully set forth herein.

53. Defendants' and HSCN's actions constitute unfair methods of competition, unconscionable acts or practices, and/or unfair or deceptive acts or practices in the conduct of their trade.

54. HSCN's liability for the actions complained of herein is a matter of public record in the HSCN Action.

55. The aforesaid acts have caused HSN to sustain monetary damage, loss, and injury, in an amount not less than that Ordered by the Court in the HSCN Action equaling a total reward of \$262,500 and reasonable attorneys' fees.

56. Dennis Swerdlen and Paula Saccomanno are directly and personal accountable for the actions of HSCN and are therefore liable for all damages and other relief granted against HSCN in the HSCN Action.

57. The aforesaid acts have caused HSN to sustain monetary damage, loss, and injury, in an amount to be determined at the time of trial, but in no event less than the \$262,500 and reasonable attorney's fees Ordered in the HSCN Action.

58. The aforesaid acts of Dennis Swerdlen and Paula Saccomanno have caused, and unless enjoined by this Court will continue to cause, irreparable damage, loss, and injury to HSN for which it has no adequate remedy at law.

**COUNT V**

**Fraudulent Conveyance**

59. This cause of action for unfair competition arises under the Florida's version of the Uniform Fraudulent Transfer Act, §§ 726.101, et al., Fla. Stat. (2008). In support thereof, HSN repeats and realleges paragraphs 1 through 26 as though fully set forth herein.

60. Pursuant to § 726.105, Fla. Stat. (2008), a transfer made by a debtor is fraudulent as to a creditor, whether the creditor's claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation: (1) With actual intent to hinder, delay, or defraud any creditor of the debtor, or (2) Without receiving a reasonably equivalent value in exchange for the transfer or obligation, and the debtor: (a) was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or (b) intended to incur, or believed or reasonably should have believed that he or she would incur, debts beyond his or her ability to pay as they became due.

61. Similarly, pursuant to § 726.106, Fla. Stat. (2008), a transfer made by a debtor is fraudulent as to a present creditor, if the debtor: (1) made the transfer without receiving reasonably equivalent value in exchange for the transfer and the debtor was insolvent or became insolvent as a result of the transfer, (2) the transfer was made to an insider for an antecedent debt, the debtor was insolvent at that time, and the insider had reasonable cause to believe that the debtor was insolvent.

62. On information and belief, Dennis Swerdlen and Paula Saccomanno have received one or more transfers from HSCN without providing reasonably equivalent value

and otherwise in violation of §§ 726.105 and 726.106, Fla. Stat. Dennis Swerdlen and Paula Saccomanno have also been transferring the assets of HSCN to unknown third-parties for little or no consideration in violation of §§ 726.105 and 726.106, Fla. Stat.,

63. The transfer of assets from HSCN to Dennis Swerdlen and Paula Saccomanno has made, or will make, HSCN insolvent and unable to satisfy the Court Order from the HSCN Action. On information and belief, the transfer of these assets will similarly leave Dennis Swerdlen and Paula Saccomanno unable to satisfy any judgment entered by the Court in favor of HSN in this action.

64. The aforesaid acts have caused HSN to sustain monetary damage, loss, and injury, in an amount to be determined at the time of trial.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff HSN LP, prays for an Order and judgment:

A. That Defendants, Dennis Swerdlen and Paula Saccomanno, along with any officers, agents, representatives, servants, employees, and attorneys, and those persons in active concert or participation with them, who receive actual notice of the Order by personal service or otherwise, be preliminarily and permanently enjoined from:

(1) Using the name "HSCN," "HSC," "HSN," "HOME SHOPPING CHANNEL," "HOME SHOPPING CHANNEL NETWORK," "HOME SHOPPING NETWORK," "HOME SHOPPING TELEVISION NETWORK," or any other reproduction, counterfeit, copy, colorable imitation, or confusingly similar variation of thereof, as any portion of a trademark that is to be used in the connection with the sale or provision of any good or service;

(2) Using the HSCN logo (*supra*) or any other reproduction, counterfeit, copy, colorable imitation, or confusingly similar variation of thereof, as any portion of a trademark or Logo that is to be used in the connection with the sale or provision of any good or service related to electronic retailing, including direct response television program production;

(3) Engaging in acts that constitute infringement, unfair competition, false representation, or false designation of origin, under the trademark laws of the United States and which would damage or injure HSN; or

(4) Inducing, encouraging, instigating, aiding, abetting, or contributing to any of the aforesaid acts.

B. That Defendants be required to take any actions as may be directed by this Court for the purpose of remedying and alleviating any consumer confusion or any loss of goodwill suffered by HSN as a result of Defendants' prior acts;

C. That in accordance with 15 U.S.C. §1118, Defendants be ordered to deliver up for destruction as the Court shall direct, any and all goods, labels, signs, prints, packages, wrappers, receptacles, and advertisements (and the like) in its possession or under its custody or control that use the "HSCN," "HOME SHOPPING CHANNEL NETWORK," or "HOME SHOPPING TELEVISION NETWORK" name;

D. That in accordance with 15 U.S.C. §1116, Defendants be directed to file with the Court and serve on HSN, no later than thirty days after receiving service of this Order, a report in writing and under oath setting forth in detail the manner and form in which it has complied with the Order;

E. That in accordance with 15 U.S.C. § 1117(a), Defendants be ordered to:

(1) Account for and pay over to HSN an amount equal to three times all of the gains, profits, savings, and advantages realized by Defendants as a result of their unlawful activities;

(2) Pay over to HSN an amount equal to three times the amount of damages sustained by HSN as a result of Defendants' unlawful activities, said amount to be determined by this Court;

(3) Reimburse HSN for the costs of this action; and

(4) Reimburse HSN for any reasonable attorneys' fees incurred as a result of Defendants' unlawful activities, including all attorneys' fees incurred during this action;

F. That HSN be awarded both pre-judgment and post-judgment interest on any monies to be paid to HSN by Defendants;

G. That the Court order that any transfer of HSCN's assets to Defendants be void and requiring that those transfers be recovered from any party to which they were made;

H. That the Court order Defendants to inform HSN of their location up to and until the judgment in this case is satisfied;

I. That the Court order Defendants to respond to document discovery and depositions without delay;

J. That the Court allow for inspection and take of inventory of Defendant's address at 5395 Grand Park Pl, Boca Raton, FL 33486; and

K. That HSN be awarded such other and further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, HSN LP, hereby demands a trial by jury of all issues so triable in this action.

Dated: August 15, 2008

Respectfully submitted,

  
Bradford D. Kimbro  
Florida Bar No. 908002  
*Trial Counsel*  
[brad.kimbrow@hklaw.com](mailto:brad.kimbrow@hklaw.com)  
Keith S. Shotzberger  
Florida Bar No. 0154600  
[keith.shotzberger@hklaw.com](mailto:keith.shotzberger@hklaw.com)  
HOLLAND & KNIGHT LLP  
Suite 4100  
100 N. Tampa Street  
Tampa, FL 33602-3644  
(813) 227-8500  
(813) 229-0134 fax

*Of Counsel:*

Edward T. Colbert  
[EColbert@kenyon.com](mailto:EColbert@kenyon.com)  
William M. Merone  
[WMerone@kenyon.com](mailto:WMerone@kenyon.com)  
Erik C. Kane  
[Ekane@kenyon.com](mailto:Ekane@kenyon.com)  
KENYON & KENYON LLP  
1500 K Street, N.W.  
Washington, DC 20005  
Tel.: (202) 220 - 4200  
Fax: (202) 220 - 4201

Joseph F. Nicholson  
[JNicholson@kenyon.com](mailto:JNicholson@kenyon.com)  
Matthew E. Moersfelder  
[MMoersfelder@kenyon.com](mailto:MMoersfelder@kenyon.com)  
KENYON & KENYON LLP  
One Broadway  
New York, NY 10004  
Tel.: (212) 425 - 7200  
Fax: (212) 425 - 5288

*Counsel for Plaintiff, HSN LP*

1575792